Exhibit N MoPho Addendum

MOBILE PHOTO STUDIO ADDENDUM

This MOBILE PHOTO STUDIO ADDENDUM (this "Addendum") to Instacart Services Agreement (this "Addendum") is made and entered with an effective date of November 16, 2016 ("Addendum Effective Date") by and between Maplebear Inc., a Delaware corporation doing business as Instacart, and Merchant identified below (the "Merchant").

WHEREAS, the parties have previously entered into a certain Instacart Services Agreement (the "Agreement"); and

WHEREAS, the parties wish to enter into this Addendum to provide for the sharing of images created by or on behalf of Instacart;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.
- 2. <u>Private Label Images</u>. Instacart will provide Merchant with copies of any images of Merchant's private-label Products captured using Instacart's mobile studio ("Private Label Images").
- 3. Merchant-Captured Product Images. Instacart will also provide Merchant with copies of images of Private Label Images captured using Instacart's mobile studio by Merchant ("Merchant-Captured Product Images"). The Merchant-Captured Product Images were captured by Merchant in connection with Instacart's provision of services under the Agreement. The parties hereto agree that all right, title, and interest in and to all Merchant-Captured Product Images created on or after the Addendum Effective Date, including all rights in copyright, shall be considered "works made for hire" by Merchant for the benefit of Instacart and held by Instacart, and Merchant hereby assigns, transfers and conveys to Instacart all right, title and interest in all such Merchant-Captured Product Images, provided, however, that Instacart shall not assign, convey, or transfer any such Merchant-Captured Product Images to any third party without the prior written consent of Merchant. However, nothing in this Addendum is intended to transfer ownership rights to Merchant's trademarks and logos, and Merchant retains ownership rights to its trademarks and logos. Notwithstanding the foregoing, for purposes of the law of the State of California, and to the extent any Merchant-Captured Product Images do not qualify as "works made for hire," Merchant hereby grants, assigns, transfers, and conveys to Instacart, exclusively and perpetually, any and all right, title, and interest in the Merchant-Captured Product Images created on or after the Addendum Effective Date.
- 4. <u>License.</u> As of the Addendum Effective Date, Instacart hereby grants to Merchant a royalty-free, non-exclusive, non-assignable (except as permitted herein), non-transferable (except as permitted herein), non-sublicensable (except to Merchant's subsidiaries or affiliates) license to use, reproduce, modify, display, and distribute the Private Label Images and the Merchant-Captured Product Images in both digital and print formats, to advertise the Virtual Stores to its customers, to advertise its Products for purchase by customers at Merchant's physical retail locations, use on Merchant's website or in Merchant's mailer as Merchant deems necessary in its sole discretion. Merchant may not use the Private Label Images or Merchant-Captured Product Images in connection with any Competitive Offering (as defined below). For purposes of this Addendum, "Competitive Offering" means any on-line (web based) third-party platform, service or product designed to facilitate the shopping and/or delivery of groceries, alcohol, and/or pet supplies during the term of the Agreement. Upon the expiration or earlier termination of the Agreement, Instacart shall immediately cease all use of all Private Label Images and Merchant-Captured Product Images except as necessary for purposes of Customer Order histories, audits, archiving, and other internal purposes.
- 5. <u>Assignment</u>. Merchant may assign this Addendum and the rights hereunder to an affiliate, subsidiary, or the successor organization resulting from a merger, acquisition, sale of assets, sale of capital stock, reorganization, consolidation, or the like.
- 6. <u>Counterparts; Signatures</u>. This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Addendum by facsimile, e-mail or any other reliable form of electronic transmission shall be as effective as a manually-signed executed counterpart of this Addendum.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has caused this Addendum to be executed as of the Addendum Effective Date.

MAPLEBEAR INC. D/B/A INSTACART Andrew J. Hodes By:	MERCHANT: B & R Supermarket, Inc. dba Milam's Market By: By:
Name: Andrew Nodes	Name: Max E Milam
Title: VP Retail Accounts	Title: CEO



Audit Trail

TITLE Instacart Mobile Photo Addendum

 FILE NAME
 MILAM'S MoPho Add...GKJ) 6.18.20.docx

 DOCUMENT ID
 c3af77304607fff3e068a8edfb4d7ee78ea625cb

AUDIT TRAIL DATE FORMAT MM / DD / YYYY

STATUS • Completed

Document History

igoremsize	12 / 27 / 2018	Electronic record and signature disclosure accepted by
------------	----------------	--

E-SIGN DISCLOSURE 20:56:41 UTC Andrew Nodes (andrew.nodes@instacart.com)

IP: 173.91.173.134

GUID: 4dc22827bc44f679d89773af1ba2fc4a265c1b6f

(0)	06 / 18 / 2020	Sent for signature to Max Milam
-----	----------------	---------------------------------

sent 16:17:11 UTC (max.milam@milamsmarkets.com) and Andrew Nodes

(andrew.nodes@instacart.com) from greg.jung@instacart.com

IP: 73.93.69.212

O6 / 18 / 2020 Viewed by Max Milam (max.milam@milamsmarkets.com)

VIEWED 16:17:13 UTC IP: 3.13.138.198

O6 / 18 / 2020 Electronic record and signature disclosure accepted by

E-SIGN DISCLOSURE 18:41:10 UTC (max.milam@milamsmarkets.com)

IP: 12.126.53.118

GUID: 16e40e92616f17125076004ae20d390909c370cc



Audit Trail

TITLE Instacart Mobile Photo Addendum

 FILE NAME
 MILAM'S MoPho Add...GKJ) 6.18.20.docx

 DOCUMENT ID
 c3af77304607fff3e068a8edfb4d7ee78ea625cb

AUDIT TRAIL DATE FORMAT MM / DD / YYYY

STATUS • Completed

Document History

<u>l</u>	06 / 18 / 2020	Signed by Max Milam (max.milam@milamsmarkets.com)

SIGNED 18:42:16 UTC IP: 12.126.53.118

O6 / 18 / 2020 Viewed by Andrew Nodes (andrew.nodes@instacart.com)

VIEWED 18:45:55 UTC IP: 108.51.197.75

SIGNED 18:47:01 UTC IP: 108.51.197.75

7 06 / 18 / 2020 The document has been completed.

COMPLETED 18:47:01 UTC